application & changes

Application and Initial Account Setup

- **Either fax** signed and completed application, vehicle and driver information to: 210-370-4070
- **Or mail** signed and completed application, vehicle and driver information to: Valero Marketing and Supply Company, Attn: Fleet Services, P.O. Box 696000, San Antonio, TX 78269-6000

For assistance call: 1-877-8-VALERO

Fleet Limit Changes

Immediate increase of fuel, merchandise and service limits. Should your driver exceed the daily or monthly limit, the fleet system will decline the transaction. The procedure to handle the decline is as follows:

- Transaction declines - over daily/monthly limit
- Station calls Valero Fleet Services
- Valero Fleet Services contacts driver's company for authorization to raise limit

Immediate deletion of a driver or vehicle. If a driver leaves your employment and may have taken a fleet card:

- Call Valero Fleet Services at 1-877-8-VALERO.
- Give your fleet and/or account number, the employee name or number, and vehicle description or number.
- Please advise the administrator that the card is lost or stolen.
- The card and/or driver PIN number will be deactivated.

Changing Fleet Information

Changes to your fleet's vehicle and driver files can be made one of four ways:

- **E-mail:** fleet@valero.com
- **Fax** signed and completed vehicle and driver information to: 806-324-4798
- **Mail** signed and completed vehicle and driver information to: Valero Marketing and Supply Company, Attn: Fleet Services, P.O. Box 696000, San Antonio, TX 78269-6000
- **Call** Valero Fleet Services for assistance at: 1-877-8-VALERO
- **On-Line:** www.valero.com/fleetcard

one card does it all

The Valero Advantage

- **Convenience.** Your Valero Card can be used at any of our Valero Family of Brands including: Valero, Diamond Shamrock, Beacon, Ultramar and Shamrock. Thousands of locations!
- **Security.** Controls on fuel, service and merchandise purchases by vehicle and/or driver!
- **Savings.** Discounts up to 2.5¢ per gallon! Operate with maximum efficiency every day with control right at your finger tips! Plus, there are no hidden fees, no replacement card fees, no account setup fees or renewal fees!
- **Service.** Dedicated marketing representatives and outstanding customer service from an experienced staff!
- **Flexibility.** We will set up your account(s) to provide reporting that meets your company's needs!
- **Versatility.** Optional maintenance and services, oil changes, inspection, etc. at hundreds of locations where your Valero Card is accepted!

Commercial Account

- Designed for businesses that prefer less detail
- Monthly billing shows you total dollars spent and where purchases were made
- All the convenience of a regular credit card account with no purchase restrictions
- NO FEE

Valero Fleet Accounts

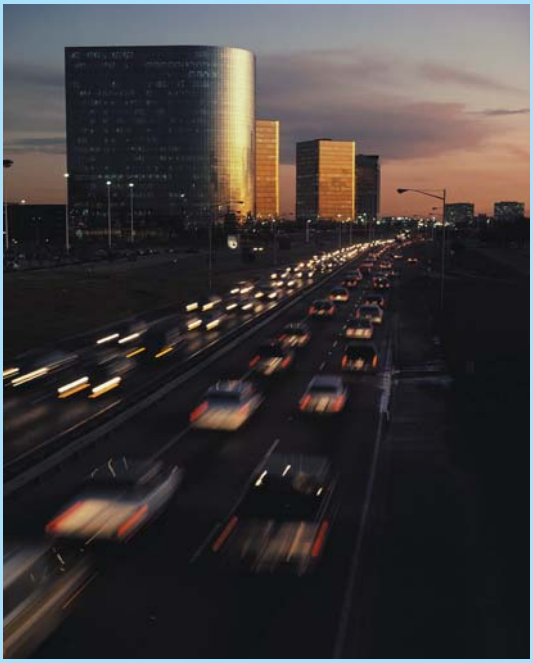
Basic

- Fuel purchase discounts up to 2.5¢ per gallon*
- Provides one (1) in-store Fleet Services Card at a location of your choice (optional)
- Provides Fleet Services Cards for all vehicles in sequential order
- Security controlled by PINs assigned to each driver
- Provides Vehicle or Driver Report
- Provides reporting of all charges made to the account
- $5.00 / Month
- On-Line Account Maintenance

Enhanced

- Fuel purchase discounts up to 2.5¢ per gallon*
- Provides two (2) in-store Fleet Services Cards at a location of your choice (optional)
- Provides Fleet Services Cards for all vehicles with your customized description on cards and reports
- Security controlled by PINs assigned to each driver
- Provides Vehicle, Driver and Summary Reports
- Report options includeVehicle/Driver Report by group (e.g., department) and Weekly Report by group (e.g., department)
- Provides reporting of all changes made to account
- $10.00/Month
- On-Line Account Maintenance

Overnight service available on Basic Fleet and Enhanced Fleet accounts - $10 each



Valero Fleet Account Discounts

The following discounts are available at participating locations (where this symbol is displayed) to Fleet Accounts (NOT to Commercial Accounts), and will be earned ONLY when balances due are paid within terms.

FLEET DISCOUNT

Gallons	**Discount/Gallon*
250 - 999	*1.0¢*
1,000 - 2,999	*1.5¢*
3,000 - 4,999	*2.0¢*
5,000+	*2.5¢*

If you have any questions or need assistance, please call 1-877-8-VALERO.

easy to follow instructions

Easy To Use

- The Valero Fleet Services system requires the driver to supply a minimal amount of information.
- Information is entered by the driver on an electronic keypad or PIN pad at the store.

Driver Instructions

In-store Transactions

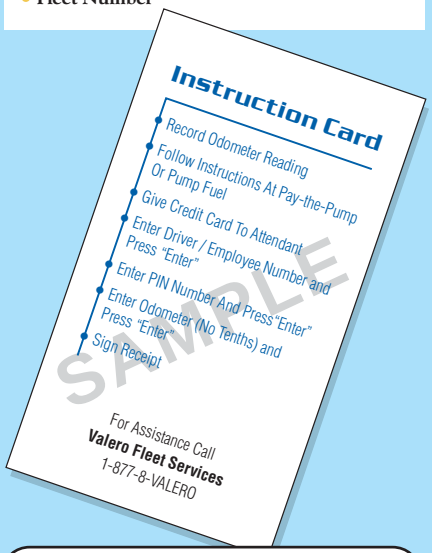
Each driver is provided a wallet-sized instruction card. If the driver chooses to record their driver number and PIN, space is provided on the card. The instruction card is intentionally plain and does not make any reference to Valero Fleet Services in case the driver's wallet is lost or stolen.

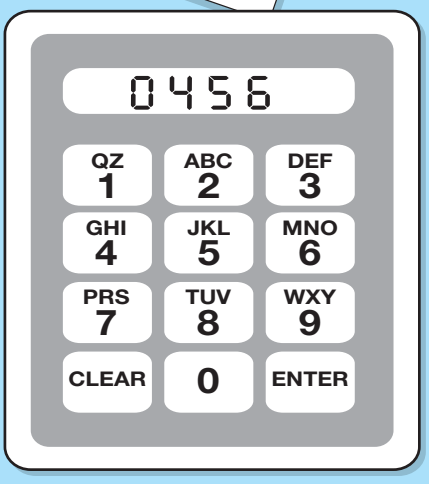
- **The driver** will record odometer reading before leaving the vehicle (if odometer reading is required).
- **The driver** will pump the fuel required (for accuracy of the reports, the driver should completely fill the tank).
- **The driver** will present the Valero Fleet Services Card to the store attendant.
- **The driver** enters information on the PIN pad.
  - **Key** the driver number (1-4 digit number).
  - **Press** "Enter".
  - **Key** the Personal Identification Number (PIN) (4 digit number).
  - **Press** "Enter".
  - **Key** the odometer reading. Do not enter tenths. (Optional entry as selected by fleet account manager.)
  - **Press** "Enter". (Note: If an error is made in entering any information, the driver will press the "Clear" key, then rekey the correct numbers.)
- **A receipt** will print for the driver to sign.

Driver Instructions

Fuel Island Transactions

- **Select** "Pay Here Credit".
- **System will prompt** "Enter driver number".
- **System will prompt** "Enter PIN".
- **System may prompt** "Enter odometer" (optional).
- **Follow instructions** at Pay-the-Pump (Pump will pre-authorize for pre-set amount only. Driver must select "Yes" to receive receipt as Pay-the-Pump receipts are not available at a later date).
- **System will print receipt** if "Yes" is selected.


Instruction Card
Record Odometer Reading
Follow Instructions At Pay-the-Pump Or Pump Fuel
Give Credit Card To Attendant
Enter Driver / Employee Number and Press "Enter"
Enter PIN Number And Press "Enter"
Enter Odometer (No Tenths) and Press "Enter"
Sign Receipt
SAMPLE
For Assistance Call
Valero Fleet Services
1-877-8-VALERO



KEYPAD / PIN PAD

fleet card agreement

READ THIS AGREEMENT. If you apply for, and Valero Marketing and Supply Company issues you, a Valero Fleet Services credit card, and you use or permit the use of the credit card, such use will be considered your acceptance of this Agreement. In this Agreement, the words "we", "us", and "our" mean Valero Marketing and Supply Company. "You" and "your" mean the company or person(s) who applies for and accepts the Card or Cards issued your Account. "Card" or "Cards" means the Valero Fleet Services credit card(s) issued to you in connection with your Account. "Account" means the account number issued to you and to which any charges made with the Cards issued will be accumulated for billing purposes. All capitalized terms not defined in this Agreement can be found on your monthly statement.

1. Use of Cards: PINs and Driver Numbers. Cards may be used at any participating store or service station. A Card must be presented at the time of purchase. A valid personal identification number ("PIN") and driver number will be required to authorize each purchase. Additional identification from your employee/driver may be required before credit is extended. PINs and driver numbers will be selected by you at the time Cards are issued.

2. Qualified Users. You shall designate in writing which of your employees/drivers are authorized to use Cards issued to your Account. You may terminate such authorization by notice to us given in accordance with Paragraph 8 below. However, unless and until we receive such proper notice, we will treat anyone presenting a Card as being authorized to charge on your Account, and may charge purchases made with such Cards to your Account.

3. Extension of Credit. The total amount of credit to be extended to your Account shall be determined by us in our sole discretion. We will allow you to limit the amount of credit to be extended per Card in a single day (a "Daily Limit"), and to limit the amount of credit to be extended per Card in a single month (a "Monthly Limit"). We will use our best efforts to implement and enforce such limits but we will not be liable for any failure to do so. We may suspend or terminate your Account at any time.

4. Payment Terms. The Full Balance shown on the monthly statement is payable upon receipt to us at PO Box 300, Amarillo, Potter County, Texas 79105-0300, within twenty-five (25) days from the Closing Date shown on the monthly statement. To be properly credited, the Full Balance must be received by us no later than 10:00 a.m. on the date and at the address indicated on the monthly statement. Your "Full Balance" is NOT payable in installments under any circumstances. Failure to pay when due may result in FINANCE CHARGES and interruption of charging privileges. All payments must be made in U.S. dollars.

5. Balance Computation: FINANCE CHARGES. Failure to pay the Full Balance within 25 days from the Closing Date shown on the monthly statement may result in FINANCE CHARGES. If you receive your monthly statement at an address in Arkansas, California, Colorado, Kansas, Louisiana, Missouri, Nevada, Oklahoma, or Texas, we figure the FINANCE CHARGE on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance", we take the beginning balance of your Account each day, add any new purchases, and subtract any payments or credits, and unpaid Finance Charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." If you receive your monthly statement at an address in a state other than those named above, we figure the FINANCE CHARGE on your Account by applying the periodic rate to the "adjusted balance" of your Account. We get the "adjusted balance" by taking the balance you owed at the end of the previous billing cycle and subtract any unpaid Finance Charges and any payments and credits received during the present billing cycle. The Monthly Periodic Rate and corresponding Annual Percentage Rate are shown in the Finance Charge Schedule below.

6. Fleet Management Reports. If you choose a Valero Fleet Services "Basic" or "Enhanced" Account, we will provide you with Fleet Management Reports ("Reports") to be established by us from time to time. The Reports will be partially based upon data transmitted by your employees/drivers. We will use our best efforts to insure the accuracy of the Reports, but we do not guarantee their accuracy, and shall not be in any way responsible or liable for any damage resulting from any inaccuracy in any Report.

7. Fees. If you receive Reports, your Account will be charged a monthly fleet card fee. The initial fee will be disclosed to you at the time the Cards are initially issued to you. The monthly fee may be changed from time to time in our sole discretion; provided, however, no such change will be implemented prior to the time we give you notice of such change.

8. Liability for Unauthorized Use. You will not be liable for unauthorized use of a Card for any transactions which occur after you inform us of the loss, theft, or possible unauthorized use of a Card. You must inform us by either i) telephone at 1-877-8-VALERO, or ii) writing at Valero Marketing and Supply Company, P.O. Box 631, Amarillo, TX 79105-0631. You may notify us in accordance with the procedures set out in the Fleet Card User's Manual, as amended from time to time, if you wish to terminate charging privileges existing in connection with a Card, PIN, or driver number, or if you wish to alter the Daily Limit or the Monthly Limit on any Card. We will use our best efforts to implement such changes promptly, but shall not be liable for any failure to do so.

9. Use for Commercial Purposes. You represent that the Cards issued to you will be used strictly for commercial purposes, and not for any personal, family, or household purposes.

10. Charge for Returned Checks. If your check in payment of your Account is not honored for its full amount by your bank for any reason, we may assess a returned check fee equal to the maximum amount allowed by the law of the state to which your monthly statement is addressed.

11. Change in Terms of Agreement. We may change the terms of this Agreement from time to time on prior written notice to you. Use of any of your Cards after such notice is given will constitute an acceptance of such new terms by you, and you will then be subject to the new terms.

12. Force Majeure; Limits on Liability. We shall not be responsible to you for losses or damages resulting from the malfunction or non-function of Cards because of fire, electrical failure, communication line failures, terminal malfunction, labor dispute, act of God or other cause or event beyond our control. In no event shall we be liable, in contract, tort or otherwise for incidental, consequential, special or indirect damages.

13. Default. If you fail to comply with this Agreement in any respect, including failure to pay any amounts when due, or if we, in good faith, deem your ability to perform hereunder to be impaired, we may decline to extend further credit to you, and any balance outstanding hereunder may, at our option and without demand or notice, become immediately due. You will pay all of our collection costs and legal fees. No rights, duties, or obligations arising prior to the termination of credit by us shall be impaired by such termination.

14. Assignment. This Agreement may not be assigned without our prior written consent.

15. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not effect the enforceability of any other provisions contained in this Agreement, and the remaining portions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

16. Waiver. Any waiver of any term or condition of this Agreement by us shall not be deemed a waiver of any other term, condition, or right, or of the same term, condition, or right on any other occasion.

17. Entire Agreement. This Agreement, the terms printed on the Cards and the terms on the reverse side of monthly statements, as revised from time to time, constitute the entire agreement between the parties, and shall supersede all previous negotiations, commitments and writings.

18. Termination of Agreement. This Agreement is terminable at any time by your written notice to us, provided however, that no such termination shall affect your obligations existing prior to such termination or your responsibility for charges made by you or your employees/drivers after the date of such termination, and provided further that, if any such charges are made after such termination, you will be assessed the monthly fee described in Paragraph 7 for any period for which no such fee has been assessed because of termination.

FINANCE CHARGE SCHEDULE

States	Monthly Periodic Rate	Annual Percentage Rate
AR, ND	.46%	5.50%
PA	.75%	9.00%
CT, MD, WA, WV	1.00%	12.00%
MT, NY	1.25%	15.00%
AL, FL, HI, LA, MA, ME, MN, NC, NE, OH, TX, WI,	1.50%	18.00%
AK, AZ, CA, CO, DC, DE, GA, IA, ID, IL, IN, KS, KY, MI, MO, MS, NH, NJ, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WY	1.75%	21.00%

VALERO · Diamond Shamrock · Ultramar · BEACON · Shamrock

As always, use your Valero Fleet Services Cards at any of the Valero Family of Brands

driver & vehicle information

(Please photo-copy if additional space is needed.)

Company Name	Account #	Fleet #	Date

VEHICLE INFORMATION

ACTION (See code below)	Vehicle Description (Available ONLY on Enhanced Fleet)	'Y'es or 'N'o	Odometer	Tank Size (In gals.)	Fuel Type	Fuel Limits Monthly $	Fuel Limits Daily $	Service Limits Monthly $	Service Limits Daily $
EXAMPLE N	03 FORD TRK	Y		35	U	1000	75	300	300
EXAMPLE N	UNIT 4321	N		20	X	9999 (All "9's" denotes no limits)	999	300 (Max. Service Limit = $300)	300

Action Codes **N**=New Fleet **A**=Adding a vehicle/driver **D**=Deleting a vehicle/driver **C=**Changing vehicle/driver

Fuel Types **X**=Any Type **U**=Unleaded **S**=Super Unleaded **E=**Unleaded Plus **N=**Compressed Natural Gas **D=**Diesel

DRIVER INFORMATION

ACTION (See code below)	DRIVER (Last Name, 1st Initial)	DRIVER NUMBER	PIN NUMBER*	'Y'es or 'N'o	MERCHANDISE* Monthly $	MERCHANDISE* Daily $
EXAMPLE N	SMITH J	1	4321	N		
EXAMPLE N	RIVERA R	2	4322	Y	200	25

Action Codes **N**=New Fleet **A**=Adding a vehicle/driver **D**=Deleting a vehicle/driver **C=**Changing vehicle/driver

***All driver PIN numbers allow purchases on any vehicle card.**